

BILL NO. S-76-09-43

SPECIAL ORDINANCE NO. S-177-76

AN ORDINANCE approving a contract with T-G Excavation, Inc. for Water Contract 7611-1976.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated September 10, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and T-G Excavating, Inc., for:

CONTRACTOR shall construct and install and furnish all necessary materials, equipment, and labor for the installation of 1010+ feet of 16 inch ductile iron water main and it's appurtenances on the St. Joe Road, from the existing main on St. Joe Center Road north a distance of 1010+ feet, all as shown on Fort Wayne Water Utility Drawing No. Y-10505, sheets 1-3, and do everything required by the contract documents and this agreement.

for a total cost of \$31,139.40, of which the City will pay \$11,554.40 and the balance paid by the developer, Delagrang Construction, all as more particularly set forth in said Contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY,

  
CITY CLERK

Read the first time in full and in motion by Burns, seconded by Hinga, and duly adopted; read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the        day of       , 1976, at        o'clock P.M., E.S.T.

Date: 9-28-76 Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage. Passed ~~(1887)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 10-12-76 Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (~~General~~) (~~Amendment~~) (Special) (~~Appropriation~~) Ordinance (~~Resolution~~) No. 5-177-76 on the 12th day of October, 1976.

ATTEST: (SEAL)  
Charles W. Westerman James S. Stier  
CITY CLERK PRESIDENT  
Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of October, 1976, at the hour of 11 o'clock A. M., E.S.T.

Charles W. Westerman  
CITY CLERK  
Approved and signed by me this 14th day of October, 1976, at the hour of 3:00 o'clock P.M., E.S.T.  
Robert E. Armstrong

Bill No. S-76-09-43

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving a contract with T-G Excavation, Inc. for Water Contract 7611-1976

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance EX PASS.

Paul M. Burns - Chairman

John Nuckols - Vice-Chairman

William T. Hinga

Fredrick R. Hunter

Samuel J. Talarico

DATE 10-12-76 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK



## THE CITY OF FORT WAYNE

board of public works  
city-county building  
one main street  
fort wayne, indiana 46802

September 13, 1976

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Bids have been received in the Board of Works for construction of a 16" water main on St. Joe Road from an existing main on St. Joe Center Road north a distance of approximately 1010 feet to Shoaff Park River Estates.

Contract has been awarded to the low bidder, T-G Excavating, Inc., in amount of \$31,139.40. Of this amount, the developer, Delagrange Construction, shall pay \$19,585.00 on the basis of an 8" main, plus all engineering and inspection costs. The Utility will pay \$11,554.40 for oversizing to a 16" main to provide adequate sizing for service expansion.

Because the contractor is most anxious to proceed at this time during favorable weather, he has asked that the Board request a "Prior Approval" of the contract.

An Ordinance will be submitted September 28, 1976.

Sincerely,

BOARD OF PUBLIC WORKS

*Henry P. Wehrenberg*  
Henry P. Wehrenberg, Chairman

CITY OF FORT WAYNE

*Robert E. Armstrong*  
Robert E. Armstrong, Mayor

/eis  
Attachment

APPROVED:

*Samuel J. Talarico* *Julius R. Winter* *William T. Zing*  
*Wm. W. Jr.* *ONS. Simon* *Therian G. Schmidt*  
*Samuel J. Talarico* *John J. Nichols*  
MEMBERS OF THE COMMON COUNCIL

ATTEST:

*Charles W. Westerman*  
Charles W. Westerman, City Clerk

AN EQUAL OPPORTUNITY EMPLOYER



BIDDING TABULATION 16" WATER MAIN EXTENSION ON ST. JOE RD.										CONTRACT No. 7611				AUGUST 11, 1976			
CONTRACTOR		ENGR.		EST.		T&G EXCAV., INC.		L.H. DALRY, INC.		JOHN DREW, INC.		DUMA CONST. INC.		BERGOT, INC.		YATES & Assoc.	
BIDDER'S BOND		---		---		10%		10%		10%		10%		10%		10%	
NON-COLLUSION AFFIDAVIT		---		---		Yes		Yes		Yes		Yes		Yes		Yes	
FINANCIAL STATE		---		---		Yes		Yes		Yes		Yes		Yes		Yes	
EEO STATE		---		---		Yes		Yes		Yes		Yes		Yes		Yes	
COMPLETION TIME		---		---		---		60 days		120 days		90 days		140 days		---	
ITEM	QUANTITY	DESCRIPTION		U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
1.	1010 ± LF	16" D.I. WATER MAIN		23.50	23,755.	23.34	23,573.40	23.70	23,957.00	22.70	22,927.00	23.40	23,454.00	24.97	25,219.79		
3.	1 ea.	16" x 22 1/2" ELL (RESTRAINED)		350.	350.	435.	435.	400.	400.	511.	511.	560.	560.	536.86	536.86		
5.	1 ea.	16" x 16" x 8" TEE (RESTRAINED)		600.	600.	586.	586.	560.	560.	560.	560.	560.	560.	610.50	610.50		
7.	1 ea.	16" BUTTERFLY VALVE W/BOX		1,700.	1,700.	1,730.	1,730.	1,800.	1,800.	1,651.	1,651.	1,735.	1,735.	2,386.05	2,386.05		
8.	1 ea.	16" BUTTERFLY VALVE (INST. ONLY)		350.	350.	300.	300.	400.	400.	275.	275.	360.	360.	895.79	895.79		
9.	1 ea.	8" GATE VALVE W/BOX		325.	325.	347.	347.	425.	425.	436.	436.	365.	365.	345.73	345.73		
10.	1 ea.	TYPE III F.H. ASSEMBLY ON 16"		1,100.	1,100.	1,276.	1,276.	1,600.	1,600.	1,250.	1,250.	1,185.	1,185.	1,366.12	1,366.12		
12.	1 ea.	TEMP. FIRE HYD. (INST. ONLY)		250.	250.	317.	317.	450.	450.	375.	375.	265.	265.	388.50	388.50		
13.	600 ± LF	TOP SOIL AND SEED		1.50	900.	1.70	720.	0.70	420.	5.50	3,300.	1.85	1,110.	3.00	1,800.		
14.	130 ± LF	ASPHALT DRIVE REPLACEMENT		4.50	585.	8.15	1,059.50	4.30	559.	10.14	1,318.20	18.20	2,366.	11.64	1,515.00		
15.	15 ± LF	STONE DRIVE REPLACEMENT		2.00	30.	1.30	19.50	2.00	30.	4.50	67.50	1.20	18.	4.00	60.00		
16.	120 ± LF	12" C.M.P. REPLACEMENT		12.00	1,440.	8.10	972.	6.00	720.	10.25	1,230.	12.50	1,500.	8.43	1,011.60		
17.	1 ea.	16" x 8" REDUCER		250.	250.	244.	244.	250.	250.	250.	250.	325.	325.	250.50	250.50		
		TOTAL BASE BID			33,635		31,139.40		33,571.00		34,100.70		35,493.00		36,387.15		23,044.50
		ALTERNATE BID BASED ON 8"															
2.	1010 ± LF	8" D.I. WATER MAIN		15.00	15,150.	14.60	14,746.	10.80	10,908.	13.65	13,786.50	17.25	17,422.50	11.78	11,897.80		
4.	1 ea.	8" x 22 1/2" ELL (RESTRAINED)		110.	110.	144.	144.	150.	150.	200.	200.	140.	140.	227.50	227.50		
6.	1 ea.	8" x 8" x 8" TEE (RESTRAINED)		200.	200.	192.	192.	250.	250.	220.	220.	145.	145.	332.04	332.04		
9.	2 ea.	8" GATE VALVE W/BOX		325.	650.	357.	714.	425.	850.	436.	876.	375.	750.	345.73	691.46		
11.	1 ea.	TYPE II F.H. ASSEMBLY ON 8"		850.	850.	1,018.	1,018.	1,250.	1,250.	965.	965.	925.	925.	1,153.81	1,153.81		
13.	600 ± LF	TOP SOIL AND SEED		1.50	900.	1.70	720.	0.70	420.	5.50	3,300.	1.85	1,110.	2.85	1,710.		
14.	130 ± LF	ASPHALT DRIVE REPLACEMENT		4.50	585.	8.15	1,059.50	4.30	559.	10.14	1,318.20	18.20	2,366.	11.24	1,461.20		
15.	15 ± LF	STONE DRIVE REPLACEMENT		2.00	30.	1.30	19.50	2.00	30.	4.50	67.50	1.20	18.	4.00	60.00		
16.	120 ± LF	12" C.M.P. REPLACEMENT		12.00	1,440.	8.10	972.00	6.00	720.	10.25	1,230.	12.50	1,500.	8.43	1,011.60		
		TOTAL ALTERNATE BID			19,915		19,585.00		15,137.00		21,563.20		24,396.50		18,565.41		21,590.00

DID NOT PLASTER FINGER OUT.  
 ADDENDUM NOT SIGNED.

65-22-7 7/10/76

AGREEMENT

FOR CONSTRUCTION OF ST. JOE ROAD WATER MAIN EXTENSION

CONTRACT NO. 7611

THIS AGREEMENT, made this 10 day of September 1976, by and between T & G EXCAVATING, INC., herein called the CONTRACTOR, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called OWNER,

WITNESSETH, that the CONTRACTOR and the OWNER for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

CONTRACTOR shall construct and install and furnish all necessary materials, equipment, and labor for the installation of 1010± feet of 16 inch ductile iron water main and it's appurtenances on the St. Joe Road, from the existing main on St. Joe Center Road, north a distance of 1010± feet, all as shown on Fort Wayne Water Utility drawing No. Y-10505, sheets 1-3, and do everything required by the contract documents and this agreement.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this contract shall be commenced immediately upon notice to proceed and the work shall be completed within Sixty (60) consecutive calendar days after receipt of material.

ARTICLE 3. THE CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the contract sum of \$31,139.40. In the event the amount of work is increased or decreased by the OWNER, the contract sum shall be increased or decreased according to the unit prices schedule set forth in the Contractor's Proposal.

ARTICLE 4. PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided therein, as follows:

Or or about the 15th of each month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract prices of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER, less the aggregate of previous payments.

#### ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineering Department of the OWNER shall promptly make such inspection, and when it finds the work acceptable under the contract and the contract fully performed, it shall promptly issue a final certificate stating that the work provided for in this contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the CONTRACTOR.

At the time said payment is due and payable, the CONTRACTOR shall furnish the OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, materials, or equipment for the work have been fully paid.

#### ARTICLE 6. GUARANTEE OF MATERIALS AND WORKMANSHIP

CONTRACTOR guarantees all materials and work against defects for a period of one year after the date of the acceptance of the work.

#### ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, Bond, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents:

- A. Instructions to Bidders for Contract No. 7611
- B. Contractor's Proposal dated August 10, 1976
- C. Contractor's Bond
- D. Supplemental Specifications for St. Joe Road Water Main Extension, and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract No. 7611, and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10505, Sheets 1-3.

#### ARTICLE 8. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 9. INDEMNITY

CONTRACTOR shall indemnify the OWNER against any claim or loss incurred or arising out of the performance of the work as provided herein.

#### ARTICLE 10. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by its Mayor and Board of Public Works, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne,



Indiana, and should said Common Council fail to approve the same within sixty (60) days after the date hereof, then this contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

T & G EXCAVATING, INC.

BY: Thomas M. Stockamp, Pres.  
CONTRACTOR

CITY OF FORT WAYNE, INDIANA

BY: Robert E. Armstrong  
ROBERT E. ARMSTRONG, ITS MAYOR

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg  
HENRY P. WEHRENBURG, CHAIRMAN

\_\_\_\_\_  
ETHEL H. LAMAR

Max G. Scott  
MAX G. SCOTT

ATTEST:

Ursula Miller  
URSULA MILLER, CLERK

APPROVED AS TO FORM AND LEGALITY:

James J. [Signature]  
CITY ATTORNEY

APPROVED by the Common Council of the City of Fort Wayne on \_\_\_\_\_  
1976, Special Ordinance No. \_\_\_\_\_.



# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That T-G Excavating, Inc.(Here insert the name and address or legal title of the Contractor)  
5544 Huguenard Road, Fort Wayne, Indiana

as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto

Fort Wayne Board of Public Works, One Main Street, Fort Wayne, In. 46802

(Here insert the name and address or legal title of the Owner)

as Oblige, hereinafter called Owner,

in the amount of Thirty One Thousand One Hundred Thirty Nine and 40/100Dollars (\$ 31,139.40), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.WHEREAS, Contractor has by written agreement dated August 30 19 76, entered into a contract with Owner for contract 7611 - watermain - St. Joe Road, Fort Wayne, Indiana

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 30th day of August A.D. 19 76

In the presence of:

T-G Excavating, Inc.

Principal

(SEAL)

Lucy M. StedderThomas M. Stedder, Pres.  
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Paula M. Schneider

By

Attorney-in-Fact

Title

(SEAL)

TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of T-G Excavating, Inc.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Contract of T-G Excavating, Inc. in amount of \$31,139.40

provides for construction of a 16" water main on St. Joe Road from St. Joe Center Road to approximately 1010 feet to Shoaff Park River Estates.

Of this amount, the developer will pay \$19,585.00 on the basis of an 8" main with the Utility paying \$11,554.40 for the oversizing.

(SEE PRIOR APPROVAL AND TABULATION ATTACHED)

EFFECT OF PASSAGE Oversizing of main to allow for future expansion

EFFECT OF NON-PASSAGE SEE PRIOR APPROVAL ATTACHED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to Utility for oversizing  
is \$11,554.40

ASSIGNED TO COMMITTEE City Utilities